Star Magic, Inc.
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April 22, 2021

Honorable Edgardo Ramos
Thurgood Marshall U.S. Courthouse
40 Foley Square
New York, NY 10007

RE: Star Magic, Inc. v. Tangle, Inc., et al., No. 1:21-cv-00917-ER

Dear Judge Ramos:

I write pursuant to the request for a pre-motion conference filed by Star Magic's attorney to withdraw as counsel.

Star Magic is submitting this response in opposition to counsel's motion.

As this motion is shared with the defendant in this case, Star Magic is constrained in providing supporting detail.

With regard to non-payment of invoices, we dispute the invoices since :
   a)   They are inconsistent with the original letter of engagement.
   b)   The invoices have not been submitted on time.
        The delayed billing denied Star Magic the opportunity to end the
        engagement before reaching over $118,000 for filing this case and a motion
        to dismiss in the California case.

We dispute the allegation that we have expressed disagreement with the litigation   strategy and have irreconcilable differences. In fact, it was counsel's legal strategy, which deviated from the one upon which the engagement was based, that resulted in substantially higher fees than originally projected.

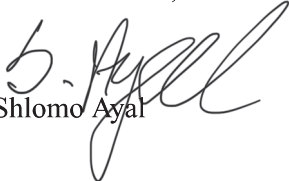When reviewing this motion we ask Your Honor to consider the following:
   (1) Difficulty in obtaining replacement counsel to respond to Defendants' pending Motion to Dismiss given their
        inability to defend current counsel's legal strategy and lack of knowledge of case history in both New York and
        California
   (2)   Damage to on-going settlement negotiations currently taking place between the principals

In the alternative, and in order to avoid any further actions at this time, I hereby propose to have the Defendants' motion to stay the case pending the resolution of the California case be considered.

Thank you for Your Honor's consideration of these requests.

Respectfully submitted,

STAR MAGIC, INC.

Shlomo Ayal
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